

1 C. Alex Naegele (CA Bar No. 255887)  
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3 A PROFESSIONAL LAW CORPORATION  
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9 [Proposed] Attorney for Kingsway Capital Partners, LLC  
10 Debtor and Debtor in Possession

11 **UNITED STATES BANKRUPTCY COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13 **SAN FRANCISCO DIVISION**

14 In re: ) Case No. 14-31532 HLB  
15 Kingsway Capital Partners, LLC )  
16 Debtor. ) Chapter 11  
17 ) **DISCLOSURE OF COMPENSATION**  
18 ) **PURSUANT TO 11 U.S.C. §329(a) AND**  
19 ) **FEDERAL RULE OF BANKRUPTCY**  
20 ) **PROCEDURE 2016(b)**  
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29 I, C. Alex Naegele, am a shareholder of the law firm of C. Alex Naegele, A Professional  
30 Law Corporation, the proposed attorney for Kingsway Capital Partners, LLC, the debtor and  
31 debtor in possession in the above-captioned case (the "Debtor"). I hereby make this disclosure  
32 pursuant to Section 329(a) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure  
33 2016(b).

34 1. The compensation paid or agreed to be paid by the Debtor for services rendered or  
35 to be rendered by C. Alex Naegele, A Professional Law Corporation in connection with this case  
36 is set forth in the signed Fee Agreement which is attached as Exhibit A to the Declaration of C.  
37 Alex Naegele In Support Of *Ex-Parte* Application Of Debtor For Order Authorizing And  
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1 Approving Employment Of Counsel filed with this Court (Docket No. 69), which is summarized  
2 as follows:

3         2.       The Debtor has agreed that C. Alex Naegele, A Professional Law Corporation,  
4 subject to the approval of the Court, shall be employed on an hourly basis, with compensation for  
5 services and reimbursement for expenses to be paid pursuant to sections 328, 330, 331, 503, and  
6 507 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local  
7 Rules of the United States Bankruptcy Court for the Northern District of California, and the fee  
8 guidelines promulgated by this Court. I am the attorney who will be working on this case. I bill  
9 at \$250 per hour. Paralegal time is billed at \$50 per hour. Fees will be billed in minimum  
10 increments of one-tenth (1/10) of an hour, even though the actual time may be less.

11         3.       In the year prior to the commencement of the case, C. Alex Naegele, A  
12 Professional Law Corporation received **\$0.00 payments** from the Debtor.

13         4.       The professional services which C. Alex Naegele, A Professional Law  
14 Corporation will render to Debtor in connection with this Chapter 11 Case, without being  
15 exhaustive, include:

16             a)       to assist, advise, and represent Debtor in interactions with creditors and interested  
17 parties and their attorneys and agents as is necessary during the pendency of this Chapter 11  
18 Case.

19             b)       to assist, advise, and represent the Debtor in reviewing claims and where  
20 necessary objecting to claims;

21             c)       to assist, advise and represent the Debtor in any issues associated with the acts,  
22 conduct, assets, liabilities, and financial condition of the Debtor, and any other matters relevant  
23 to this case or to the formulation of the plan(s) or reorganization or liquidation;

24             d)       to assist, advise, and represent the Debtor in the negotiation, formulation,  
25 preparation and submission of any plan(s) of reorganization and disclosure statement(s);

26             e)       to assist, advise and represent the Debtor in the performance of its duties and the  
27 exercise of its powers under the Bankruptcy Code and the Bankruptcy Rules and in the  
28 performance of such other services as are in the interest of the Debtor;

1 f) to appear at all Bankruptcy Court hearings, U.S. Trustee meeting and meeting(s)  
2 of creditors on behalf of the Debtor.

3 g) to prepare monthly operating reports and other tax and accounting work;

4 h) to assist, advise, and represent the Debtor on litigation matters, as necessary to the  
5 reorganization of the Debtor; and

6 i) to provide such other necessary advice and services as the Debtor may require in  
7 connection with this case.

8 5. The source of payments to be made by the Debtor to C. Alex Naegele, A  
9 Professional Law Corporation will be from the Debtor's Debtor-In-Possession ("DIP") bank  
10 account, which the Debtor intends to use, operate, and place income into during this case.

11 6. C. Alex Naegele, A Professional Law Corporation has received no transfer,  
12 assignment or pledge of property from the Debtor.

13 7. Neither C. Alex Naegele, A Professional Law Corporation nor any of its members  
14 or employees have shared or agreed to share any of the aforementioned compensation with  
15 anyone except the shareholders and regular employees of C. Alex Naegele, A Professional Law  
16 Corporation.

17  
18 Date: December 22, 2014

**C. ALEX NAEGELE,  
A PROFESSIONAL LAW CORPORATION**

19  
20 By: /s/ C. Alex Naegele  
21 C. Alex Naegele  
22 [Proposed] Attorney for Debtor and  
23 Debtor in Possession  
24 Kingsway Capital Partners, LLC  
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